# ATTACHMENT F

Demonstration that Rohm and Haas Chemicals meets one of the six financial criteria set forth in Part 451.110(a)(1-6) of the Commission's Regulations.

- 1. The applicant maintains at least one of the following commercial paper ratings: A-2 or higher from Standard & Poor's or its successor, P-2 or higher from Moody's Investors Service or its successor, or F-2 or higher from Fitch Ratings or its successor; or at least one of the following long-term credit ratings: BBB- or higher from Standard & Poor's or its successor, Baa3 or higher from Moody's Investors Service or its successor, or BBB- or higher from Fitch Ratings or its successor. The applicant shall provide with its application a copy of the ratings agency reports that present the ratings of the applicant.
- 2. The applicant maintains a borrowing agreement with an affiliate.<sup>1</sup>
- 3. The obligations of the applicant to unaffiliated companies arising from the acquisition of electric energy that can be delivered to retail customers in the State of Illinois, for sale, lease or in exchange for other value received, are covered under a guarantee, payment bond, or letter of credit.<sup>2</sup>

The amount of credit available to the applicant under the borrowing agreement shall be no less than the greater of \$500,000 or 5% of the amount of the applicant's revenue for its most recently completed fiscal year. That amount of revenue must appear in the applicant's certified financial statements, or those of the applicant's parent, that have received an accountant's report that certifies those financial statements to be free of material misstatement. If the applicant is using the certified financial statements of its parent, the amount of credit available under the borrowing agreement shall be determined using the applicable revenue amount from the segment information section of the certified financial statements of the applicant's parent.

- o If the applicant is listed separately in the segment information section, the applicant's revenue shall be used.
- o If the segment information section is broken down by operation, or other means, the revenue for the entire segment of which the applicant is part shall be used, unless a certified breakdown of the segment by company is provided.

The borrowing agreement shall be valid for a period of not less than one year.

The applicant shall provide a copy of the following:

- The ratings agency reports that present the ratings of the affiliate with which the applicant maintains the borrowing agreement;
- The borrowing agreement;
- o The applicant's certified financial statements or those of the applicant's parent, as applicable; and The accountant's report for the applicant's certified financial statements or those of the applicant's parent, as applicable.

The affiliate must have at least one of the following commercial paper ratings: A-2 or higher from Standard & Poor's or its successor, P-2 or higher from Moody's Investors Service or its successor, or F-2 or higher from Fitch Ratings or its successor; or at least one of the following long-term credit ratings: BBB- or higher from Standard & Poor's or its successor, Baa3 or higher from Moody's Investors Service or its successor, or BBB- or higher from Fitch Ratings or its successor.

- The guarantee, payment bond, or letter of credit shall be in an amount that is no less than the greater of \$500,000 or 5% of the amount of the applicant's revenue from the sale of electric energy for the most recently completed fiscal year. That amount of revenue must appear in the applicant's certified financial statements, or those of the applicant's parent, that have received an accountant's report that certifies those financial statements to be free of material misstatement. If the applicant is using the certified financial statements of its parent, the amount of credit available under the borrowing agreement shall be determined using the applicable revenue amount from the segment information section of the certified financial statements of the applicant's parent.
  - o If the applicant is listed separately in the segment information section, the applicant's revenue shall be used.
  - o If the segment information section is broken down by operation, or other means, the revenue for the entire segment of which the applicant is part shall be used, unless a certified breakdown of the segment by company is provided.

The guarantee, payment bond, or letter of credit shall be valid for a period of not less than one year.

Guarantee. The guarantor shall be an affiliate of the applicant that maintains at least one of the following commercial paper ratings: A-2 or higher from Standard & Poor's or its successor, P-2 or higher from Moody's Investors Service or its successor, or F-2 or higher from Fitch Ratings or its successor; or at least one of the following long-term credit ratings: BBB- or higher from Standard & Poor's or its successor, Baa3 or higher from Moody's Investors Service or its successor, or BBB- or higher from Fitch Ratings or its successor. The guarantee shall obligate the guarantor to make contractually required payment, net of set-offs for any amounts owed to the applicant, to the supplier for services rendered or power supplied in the event the applicant defaults. The applicant shall provide a copy of the following:

- o The ratings agency reports that present the ratings of the affiliate that is the guarantor;
- o The guarantee;
- The certified financial statements, including the accountant's report, of the applicant or those of the applicant's parent, as applicable. If the amount of the guarantee is without dollar limitation, neither the applicant's certified financial statements nor those of the applicant's parent are required.

Payment Bond. An applicant using a payment bond or payment bonds shall provide a copy of the following:

- o The payment bonds;
- The certified financial statements of the applicant or those of the applicant's parent, as applicable;
   and
- The accountant's report for the certified financial statements of the applicant or those of the applicant's parent, as applicable.

Letter of Credit. The letter of credit shall be irrevocable and issued by a financial institution with a long-term obligation rating of A- or higher from Standard & Poor's or its successor, A3 or higher from Moody's Investors Service or its successor, or A- or higher from Fitch Ratings or its successor. The applicant shall provide a copy of the following:

o The letter of credit;

(continued...)

- The applicant certifies that it will offer to reimburse its Illinois retail customers for the additional 4. costs those customers incur to acquire electric energy as a result of the applicant's failure to comply with a contractual obligation to supply such energy. The applicant's prospective obligation to reimburse Illinois retail customers shall be covered by an unconditional guarantee, payment bond, or letter of credit. Any dollar limitation on the unconditional guarantee, payment bond, or letter of credit shall equal not less than the product of 1080 times an estimate of the maximum number of megawatts the applicant expects to schedule over the next twelve months times the average of the 45 highest daily market prices of electric energy traded during the previous year. Each January, the Commission shall choose a published price index for electricity for use in this subsection (a)(4). The daily market price of electric energy shall equal the published price index for electricity traded in Illinois, except in the event that no price index for electricity traded in the State of Illinois is published, then the daily market price of electricity shall be determined by the use of a published price index for electricity traded at the nearest location to the State of Illinois. The unconditional guarantee, payment bond, or letter of credit shall be valid for a period of not less than one year. In the alternative, an applicant may elect to calculate its prospective obligation by certifying to the Commission a good faith estimate of the total megawatt hour consumption for the calendar year in which the filing is made. Such estimate shall be a product of multiplying the estimated maximum number of megawatts by 8760 hours, by the estimated average load factor, by one-tenth the per megawatt hour Market Value of Energy Charge established by operation of the Market Value Index (MVI) tariff for the utility service territory in which the customers are served. In making a good faith estimate of the load factor to be used in the calculation, the applicant may rely either on the average load factor of its customers in the prior year or the average load factor for all non-residential customers within the utility service territory or a good faith estimate by the applicant of the prospective load factor of its customers for the applicable period. This option is only available for ARES seeking to serve non-residential customers in service territories that have purchase power option (PPO)-MVI tariffs in effect. The unconditional guarantee, payment bond, or letter of credit shall be valid for a period of not less than one year.<sup>3</sup>
  - The ratings agency report that presents the long-term obligation rating of the financial institution extending the credit;
  - The certified financial statements of the applicant or those of the applicant's parent, as applicable;
  - o The accountant's report for the certified financial statements of the applicant or those of the applicant's parent, as applicable.

This option is only available to an applicant that will engage in activities that could result in the applicant holding an ownership interest in or taking title to electric energy for the purpose of sale or resale to Illinois retail customers.

- Unconditional Guarantee. The guarantor shall be an affiliate of the applicant that maintains at least one of the following commercial paper ratings: A-2 or higher from Standard & Poor's or its successor, P-2 or higher from Moody's Investors Service or its successor, or F-2 or higher from Fitch Ratings or its successor; or at least one of the following long-term credit ratings: BBB- or higher from Standard & Poor's or its successor, Baa3 or higher from Moody's Investors Service or its successor, or BBB- or higher from Fitch Ratings or its successor. The applicant shall provide a copy of the following:
  - The ratings agency reports that present the ratings of the affiliate that is the guarantor;
  - o The unconditional guarantee; and
  - O A good faith estimate of the peak amount of MW the applicant will schedule during the remainder of the current calendar year or, in the alternative, a good faith estimate of the megawatt hour consumption of its customers during the calendar year.

(continued...)

#### 5. The applicant maintains a line of credit or revolving credit agreement.<sup>4</sup>

Payment Bond. The payment bond or payment bonds shall be issued by a qualifying surety authorized to transact business in the State of Illinois or by a surety whose Best's rating is A- or better and whose Best's financial size category is VII or larger, and whose contract of insurance is issued pursuant to Section 445 or 445a of the Illinois Insurance Code [215 ILCS 5/445 or 445a] and countersigned by the Surplus Line Association of Illinois or its successor. The applicant shall provide a copy of the following:

- o The payment bonds or the contract of insurance with the countersignature of the Surplus Line Association of Illinois or its successor as applicable; and
- O A good faith estimate of the peak amount of MW the applicant will schedule during the remainder of the current calendar year or, in the alternative, a good faith estimate of the megawatt hour consumption of its customers during the calendar year.

Letter of Credit. The letter of credit shall be irrevocable and issued by a financial institution with a long-term obligation rating of A- or higher from Standard & Poor's or its successor, A3 or higher from Moody's Investors Service or its successor, or A- or higher from Fitch Ratings or its successor. The applicant shall provide a copy of the following:

- The letter of credit;
- The ratings agency report that presents the long-term obligation rating of the financial institution extending the credit; and
- A good faith estimate of the peak amount of MW the applicant will schedule during the remainder
  of the current calendar year or, in the alternative, a good faith estimate of the megawatt hour
  consumption of its customers during the calendar year.
- The line of credit or revolving credit agreement must be from a financial institution with a long-term obligation rating of A- or higher from Standard & Poor's or its successor, A3 or higher from Moody's Investors Service or its successor, or A- or higher from Fitch Ratings or its successor.

The amount of the line of credit or revolving credit agreement shall be no less than the greater of \$500,000 or 5% of the amount of revenue for the most recently completed fiscal year. That amount of revenue must appear in the applicant's certified financial statements, or those of the applicant's parent, that have received an accountant's report that certifies those financial statements to be free of material misstatement. If the applicant is using the certified financial statements of its parent, the amount of credit available under the borrowing agreement shall be determined using the applicable revenue amount from the segment information section of the certified financial statements of the applicant's parent.

- If the applicant is listed separately in the segment information section, the applicant's revenue shall be used.
- o If the segment information section is broken down by operation, or other means, the revenue for the entire segment of which the applicant is part shall be used, unless a certified breakdown of the segment by company is provided.
- > The line of credit or revolving credit agreement shall be valid for a period of not less than one year.
- The applicant shall provide a copy of the following:

(continued...)

6. The applicant earns 12 points on the financial ratios set forth in subsection (a)(6)(A):<sup>5</sup>

- o The line of credit or revolving credit agreement;
- The ratings agency report that presents the long-term obligation rating of the financial institution extending the credit;
- o The applicant's certified financial statements or those of the applicant's parent, as applicable; and
- The accountant's report for the applicant's financial statements or those of the applicant's parent, as applicable.
- <sup>5</sup> See rule for financial ratios.



# Moody's Investors Service

99 Church Street New York, New York 10007

December 16, 2003

Mr. Ehrin Moeller Global Cash Manager Rohm and Haas Company 100 Independence Mall West Philadelphia, PA 19106-2399

Re: Rohm and Haas Company Ratings

Mr. Moeller:

This letter will serve to confirm the ratings currently assigned to Rohm and Haas Company: Issuer Rating at A3; Senior Unsecured debt rating at A3; and rating for commercial paper at Prime-2.

Consistent with Moody's standard practice, these ratings are be subject to revision or withdrawal by Moody's at any time without notice, if any information (or lack of information) warrants such action, in the sole opinion of Moody's. In addition, any change in Moody's ratings will be publicly disseminated by Moody's through normal print and electronic media and in response to oral requests to the Moody's rating desk. The ratings are statements of opinion and not statements of fact or recommendations to purchase, sell or hold any securities.

Thank you for your continuing interest in Moody's rating services. If you have any questions, please do not hesitate to contact me.

John Rogers

Sincere

Vice President, Senior Credit Officer

# INTERCOMPANY MASTER LOAN AGREEMENT

THIS AGREEMENT made as of January 1, 2006, between **ROHM AND HAAS COMPANY**, a Delaware corporation ("RandH"), and each direct and indirect subsidiary of RandH that is a signatory to this Agreement (each "a Subsidiary" and collectively, the "Subsidiaries")). RandH and the Subsidiaries shall be collectively referred to herein as the "Parties" and may be individually referred to herein as a "Party".

### WITNESSETH:

WHEREAS, each of the Parties, for the purposes of conducting its business in the ordinary course, may be required from time to time, to borrow money and has requested each of the other Parties to establish a revolving credit and make loans to it under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Parties hereto agree as follows:

#### **SECTION 1**

#### Amount and Terms of the Credit

- 1.1 <u>Amount of Credit.</u> Each Party (a "Lender") hereby agrees on the terms and conditions of this Agreement to make loans (the "Credit") to each of the other Parties (each a "Borrower") from time to time.
- 1.2 Loans. Credit extended to a Borrower shall be made pursuant to the Borrowers' written request, which may be transmitted electronically via e-mail or by fax or telephone (confirmed in writing). Notwithstanding the previous sentence, for purposes of this Agreement, automatic or manual transfers made in the ordinary course of business by the Parties or pursuant to the Parties' global treasury cash management system which transfer funds, including "zero balance transfers", from one Party's account to another for cash management purposes of the Parties shall not require written request and shall be deemed Credit pursuant to the terms of this Agreement. All Credit shall be made in accordance with any intercompany policies of the Parties which may be established from time to time.
- 1.3 <u>Loan Account.</u> The Lender will establish a loan account on its books to which it shall debit all Credit, including all accrued interest, and credit all reductions of principal and credit all payments of interest. Such loan account shall constitute <u>prima facie</u> evidence of the amount of the loans outstanding hereunder and the accrued and unpaid interest thereon.
- 1.4 <u>Interest.</u> Unless otherwise agreed in writing between a Borrower and a Lender, the Borrower hereby promises to pay to the Lender interest on the unpaid

principal amount of any Credit extended to a Borrower hereunder for the period commencing on the date such Credit is initially paid to a Borrower by a Lender (the "Draw Date") until the date such Credit is paid in full by the Borrower to the Lender at a rate equal to (i) for all Credit with terms of less than twelve (12) months, the LIBOR in effect for the term of such Credit, which term shall be agreed to by the parties (the "Term"), on the Draw Date or (ii) an interest rate appropriate for the amount and Term of the Credit as negotiated by the Lender and Borrower on an arm's length basis. As used in this Agreement, "LIBOR" shall mean the London InterBank Offered Rate as published by Bloomberg BBAM. If the Parties desire to extend the Term of any Credit, or extended term as the case may be, the interest rate for the new extended term shall be (i) the LIBOR in effect on the first day of such new extended term if the new extended term together with the original Term and all other extended terms is less than twelve (12) months or (ii) an interest rate appropriate for the aggregate term of the Credit as negotiated by the Lender and Borrower on an arm's length basis if the extended term together with the original Term is greater than twelve (12) months. Interest charged during a month will be at the interest rate in effect on the first day of the initial Term or the extended term, as the case may be, of such Credit and shall compound on a daily basis based on a 360-day year. Interest shall be payable as agreed in writing by the Lender and Borrower

- 1.5 Termination or Reduction of Credit. Unless otherwise agreed in writing by a Lender and a Borrower, a Lender or a Borrower will have the right, at any time and from time to time, to terminate in whole or reduce in part, in either case permanently but without premium or penalty, the Credit, and the Credit shall be immediately paid by such Borrower in full or partially, as the case may be. If the Credit is paid in full pursuant to the previous sentence, the Borrower shall also pay all accrued interest thereon. Such termination may be effected electronically pursuant to the Parties global treasury cash management system.
- 1.6 Other Terms and Conditions and Other Loan Agreements. A Lender and a Borrower may agree in writing to new or different terms and conditions applicable to loans made pursuant to this Agreement or may agree in writing to enter into a separate loan agreement or agreements evidencing other loans made between such Parties. In the event of any conflict between the terms of this Agreement and such other subsequent agreement or document executed by both the Borrower and Lender with respect to the terms of any Credit issued pursuant to this Agreement, the terms set forth in such other document or agreement shall take precedence.
- 1.7. <u>Term of this Agreement</u>. Except in an Event of Default, the Parties agree that the terms of this Agreement shall be evergreen unless terminated by the Parties in writing.

# **SECTION 2**

Representations and Warranties

The Borrower represents and warrants that: Organization and Good Standing. The Borrower is a corporation duly organized and in good standing under the laws of the jurisdiction of its incorporation and has the power to carry on its business as now conducted. The Borrower is qualified as a foreign corporation in the various other jurisdictions wherein the nature of the business it transacts makes such qualification necessary. Corporate Authority. The execution, delivery and performance of this Agreement are within its corporate authority, have been authorized by proper corporate proceedings, will not contravene any provision of law or its charter or by-laws or constitute a default under any agreement binding upon it, and do not require the consent or approval of, or registration with, any governmental body, agency or authority. Validity of Agreement. This Agreement is, and all loans hereunder will be, legal, valid and binding obligations of the Borrower enforceable in accordance with their terms. 2.4 Litigation. There is no litigation or proceeding before an administrative agency pending or, to the knowledge of its officers, threatened against the Borrower, the outcome of which might materially and adversely affect the financial condition or business of the Borrower or the ability of the Borrower to perform its obligations hereunder. 2.5 Financial Condition. The balance sheet of the Borrower, and the related statement of income of the Borrower for the year to date then ended, copies of which have been furnished to the Lender, fairly present the financial condition of the Borrower as at such date and the results of the operations of the Borrower for the period ended on such date, all in accordance with generally accepted accounting principals applied on a consistent basis, and since the date of such balance sheet, there has been no material adverse change in such condition or operations. SECTION 3 Conditions to Loans 3.1 Conditions to all Loans. The obligation of a Lender to make each loan hereunder is conditioned upon the fact that at the conclusion of the borrowing no Event of Default specified in Section 5 hereof and no event which with the giving of notice or lapse of time or both would become such an Event of Default will have occurred and be continuing. Each borrowing by a Borrower hereunder shall be deemed to be a representation by such Borrower that no such Event of Default then exists and that the representations and warranties made by such Borrower herein shall be true and correct on and as of the date of the making of such borrowing with the same force and effect as if made on and as of such date. - 3 -

# **SECTION 4**

# Covenants

The covenants set forth in this Section shall be effective until the expiration or prior termination of the Credit or until payment in full of all loans hereunder, whichever is later.

- 4.1 <u>Financial Statements and Information.</u> Each Borrower will furnish directly to each Lender upon request:
- (a) copies of a balance sheet of such Borrower as of the end of a monthly accounting period and of the related income statement of such Borrower for the elapsed portion of the fiscal year ended with the last day of such accounting period;
- (b) the statement of the financial officer of such Borrower setting forth details of any Event of Default or event which with giving of notice or the lapse of time or both could become such an Event of Default and the action which such Borrower purposes to take with respect thereto; and
- (c) such other information relating to the business, affairs and financial condition of such Borrower as the Lender may from time to time reasonably request.
- 4.2 <u>Consolidations and Mergers.</u> The Borrower will not merge or consolidate with or into any corporation, except that (i) the Borrower may be merged with or into the Lender or a Consolidated Subsidiary or (ii) the Borrower may by a party to a merger wherein the Borrower is the surviving corporation and immediately thereafter and giving effect thereto, no event shall occur and be continuing which constitutes an Event of Default. (As used in this Agreement, "Consolidated Subsidiary" shall mean any corporation, whether now existing or hereafter organized or acquired, of which RandH directly or indirectly owns or controls at least a majority of the outstanding stock having general voting power for the election of directors and which is or shall be consolidated in the consolidated financial statements of the RandH.)

### **SECTION 5**

#### Defaults

- 5.1 <u>Defaults.</u> Any of the following shall constitute an Event of Default of a Borrower with respect to this Agreement.
- (a) Failure by such Borrower to pay when due any principal of or interest on the loans if such failure continues for more than 15 days;
- (b) Failure by such Borrower to observe or perform any term, covenant or agreement contained in this Agreement (other than that specified in (a) above) and such

failure shall continue for 30 days after written notice thereof has been given or should have been given to such Borrower by a Lender;

- (c) Any statement, certificate, report, representations or warranty made or furnished by such Borrower in this Agreement or in compliance with the provisions hereof shall prove to have been false or erroneous in any material respect;
- (d) Such Borrower shall default in the payment of any principal of or premium, if any, or interest on any indebtedness for borrowed money (other than loans hereunder) or in the performance of or compliance with any term contained in any evidence of any such indebtedness or in any instrument or agreement relating thereto if such default gives to the holder of such indebtedness the right to accelerate the maturity date thereof, and such default shall continue for more than the period of grace, if any, specified therein;
- (e) Such Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of its property, (ii) be unable or admit in writing inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law, or an answer admitting the material allegations of a bankruptcy, reorganization or insolvency petition filed against it, or (vi) take corporate action for the purpose of effecting any of the foregoing; and
- (f) An order, judgment or decree shall be entered, without the application, approval or consent of such Borrower by any court of competent jurisdiction, approving a petition seeking reorganization of such Borrower or appointing a receiver, trustee or liquidator of such Borrower of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.
- (g) All of the outstanding equity or ownership interests of Borrower shall be sold to a third party that is not a direct or indirect Subsidiary of RandH.
- 5.2 Acceleration by Reason of Default. If an Event of Default occurs under Section 5.1 above with respect to a Borrower, the Lender may immediately terminate the Credit of such Borrower and/or declare all loans hereunder to such Borrower to be and they shall thereupon forthwith become due and payable without presentment, demand, or notice of any kind, all of which are hereby expressly waived.

#### SECTION 6

#### Miscellaneous

6.1 <u>Notices.</u> All notices hereunder shall be deemed to have been given when deposited in the mails addressed to a Party at its address previously disclosed to the other

Parties. A Party may change the address for service of notice upon it if prior written notice for such change shall have been given to the other Parties.

- 6.2 <u>Successors and Survival of Terms.</u> The terms and provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns except that this Agreement and the obligations of a Borrower hereunder shall not be assignable by such Borrower. All representations, warranties and agreements herein contained on the part of a Borrower shall survive the execution of the Agreement and shall be effective until the expiration or prior termination of the Credit and as long as any indebtedness for interest or principal remains unpaid.
- 6.3 <u>Expenses.</u> Each Borrower agrees to pay the reasonable fees and expenses of a Lender incurred in connection with the enforcement of the rights of such Lender in connection with this Agreement or with loans made hereunder.
- 6.4 <u>Amendment and Waiver.</u> This Agreement may be amended, and the observance of any term of this Agreement may be waived, with (and only with) the written consent of the Parties to which such Amendment relates or affects, which consent may be made in writing or by electronic transmission. No modification or waiver of any provision of this Agreement and no consent to any departure by a Borrower therefrom shall in any event be effective unless the same shall be in writing or by electronic transmission, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- 6.5 No Implied Rights or Waivers. No notice to or demand on a Borrower in any case shall entitle such Borrower to any other or further notice or demand in the same, similar or other circumstances. Neither any failure nor any delay on the part of a Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of the same or the exercise of any other right, power or privilege.
- 6.6 <u>Governing Law.</u> This Agreement and all Credit made hereunder shall be deemed to be contracts made under and shall be construed in accordance with the laws of the Lender's jurisdiction of organization.
- 6.7 <u>Severability</u>. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby and any prohibition or unenforceability of any provision of this Agreement in any jurisdiction shall not render unenforceable such provision in any other jurisdiction.
- 6.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this

Agreement by telecopier or electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed by their duly authorized officers effective as of the date first above written.

		<u>By:</u>	<u>Signature</u>
1520	Rohm and Haas Shanghai Chemical Industry (IER JV)	Andrew W. Zhang	
1889	Rohm and Haas Indonesia	Cahyono Adi	
1305	Morton Bahamas Ltd.	Charlie Schimpf	
1187	Rohm and Haas EM Taiwan	Connie W. Siu	
1760	Rohm and Haas EM Asia	Connie W. Siu	
1113	Rohm and Haas Credit Corp	Deborah Worthington	
1114	Rohm and Haas Capital Corp	Deborah Worthington	
1122	Rohm and Haas Equity	Deborah Worthington	
1123	Rohm and Haas Holdings LLC (DE)	Deborah Worthington	
1847	Rohm and Haas Southeast Asia, Inc.	Deborah Worthington	
1899	Rohm and Haas Asia	Deborah Worthington	
1828	Rohm and Haas China Wilmington	Deborah Worthington	
1298	Rohm and Haas Investment Holdings	Deborah Worthington	
1896	Rohm and Haas Chemicals Singapore Pte Ltd (Kureha)	Joan Schuller	
1001	Rohm and Haas Company	Edward E. Liebert	
1058	Morton International	Edward E. Liebert	
1059	Rohm and Haas Chemicals LLC	Edward E. Liebert	
1107	Southern Resin	Edward E. Liebert	
1205	Rohm and Haas Texas	Edward E. Liebert	
1523	Bee Chemical Company	Edward E. Liebert	

1538	Rohm and Haas Vermont	Edward E. Liebert
2200	AgroFresh	Edward E. Liebert
1481	Rohm and Haas Asia Holdings BV	Eric van den Bunt
1604	Rohm and Haas International BV	Eric van den Bunt
1624	Rohm and Haas Nederland BV	Eric van den Bunt
1676	Morton Service BV	Eric van den Bunt
1678	Rohm and Haas BV	Eric van den Bunt
1688	Acima Chem. Indust. Ltd.	Eric van den Bunt
1302	The Canadian Salt Company Ltd.	Francois Allard
1525	CVD Incorporated	Gail P. Granoff
1126	Rohm and Haas Canada LP	George Shaw
1310	Rohm and Haas EM CMP Inc.	James Graham
1324	Rodel Asia Inc.	James Graham
1799	Rohm and Haas LA - Wimington	Jose Bermudez
1190	Rohm and Haas Mexican Branch	Jose Bermudez
1650	Rohm and Haas Nordiska	Karl H. Albertsson
1137	Morton International Coltd	Kenya Watanabe
1843	Rohm and Haas Electronic Materials K.K. (SFEL)	Kenya Watanabe
1844	NB Holdings YK	Kenya Watanabe
1860	Learonal Japan	Kenya Watanabe
1124	Rohm and Haas Bermuda Ltd.	Lesley McKay
1630	Rohm and Haas Italia	Lorenzo Ghioldi
1735	R & H Latinoamerica	Moises Delgado
1304	Rohm and Haas EM LLC	Muriel Alvarez
1602	Rohm and Haas International SAS	Philippe Marquaille

1608	Rohm and Haas France Finance SAS	Philippe Marquaille
1483	Rohm and Haas Electronic Materials GmbH	Sabine Hinterkeuser-Freye
1501	R and H Management GmbH	Sabine Hinterkeuser-Freye
1601	Rohm and Haas European Holding ApS	Sabine Hinterkeuser-Freye
1603	Rohm and Haas Holdings Deutschland	Sabine Hinterkeuser-Freye
1605	Rohm and Haas Denmark France Investment	Sabine Hinterkeuser-Freye
1657	Rohm and Haas Denmark Finance	Sabine Hinterkeuser-Freye
1685	ROH Venture GmbH	Sabine Hinterkeuser-Freye
1121	Rohm and Haas Holdings LTD	Sally Wilson
1000	Rohm and Haas (UK) Ltd	Sally Wilson
1606	Rohm and Haas UK Holding Co	Sally Wilson
1816	Rohm and Haas Taiwan	Sean Chen
1854	Rohm and Haas India	Thomas Grehl
1897	Rohm and Haas Singapore	Thomas Grehi
1533	Rohm and Haas Delaware LP (StoHaas)	
1323	Rohm and Haas CMP Holdings	
1751	Rohm and Haas Quimica	
2210	Floralife, Inc	Edward E. Lìebert

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1700				<u> </u>	
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1650	R&H Nordiska	David Glase		410	
1483	RM Electronic Metarialis GribH	Piters Hill March	ena S	(	pro-
1:501	R and H Management Cody	Sabas Harle Nov. 44	<u> </u>	G= The	
1651	Rober and Hites Europeen Hotoling Ap	S Separe Himerhouse	~w− <i>E</i>	<del></del>	
1633	R&H Holdings Deutschland	Sabine Historicuse	<u>refrons</u> Ş	Ja Jas	
1506	RH Destruck France investment	State Lines was	<u>بلمبرا</u>	<u> </u>	5 
1657	RH Denmark Finance	Bapana Hunterkeyan	Him.	s the	<del></del>
1685	ROH Verture Graph	Sebine Higherheyes	1. Trees.	7000	
1689	RH Indonesa	Ciroyono Adl	- IIIbill-sig		w ,
1137	Morton Primmetional Coltd	Kenya Walanaba		ge letteret	•
1443	RH Electronic Melarials K.K. (BFEL)	Kenya Watenabe		a title	P
1844	NB Holdings YK	Konya Walanaba	145	- all the	æ
1860	record farm	Kerrye Waterwebs		and the state of	_
1630	REH Inde	Lorenzo Gnioki	k	ues The	ş
1124	Rohm and Haas Bermuda Ltd.	Lestey McK	<b>1</b> 17	_ lasting	kon
1000	Rohm and Heatt (LIK) Ltd	Sally Wilson			
1506 (	R&H LIK Holding Ob	Sally Whom			
1302	The Canadian Salt Company Ltd.	François A	lard	T. Ween	<u> </u>
1113	Rohm and Haes Credit Corp	Deborain W	iorthinalen	Deberati(1)	erthinate 1
1114	Rohm and Haas Capital Corp	Deborah V		Dehanh 11	las est mentes
	Rotum and Heas Equity			Pranal la	h Hindle
1122	,	Deborah W		A.L.	L. I d
1123	Rohm and Heas Holdings LLC (DE)	Çeborah W		_ AZONANII	returned w
1847	Rohm and Hage Southeast Asia, Inc	<u>Deborah V</u>	Azdinglon	AND	Drawnga
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1298	Rohm and Haas Investment Holding	Deborah V	Portherupon	Deberahle	pethinglan
1481	R&H Asia Holdings 8V	JANSAN WALLES	<u> </u>		
1604	R&H International SV	Eric van den B			<u> </u>
1624	Rohm and Hass Nederland BV	Eric van den Bi	<u> </u>		
1676	Morton Service BV	Erie van den B	<u> </u>	<u> </u>	
1570	RH BV	Edit van den B	4		
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1854	R&H India	Thomass Craft		CRIS 1	
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1170	Rt&H Ganaria	George Show	
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1854	R&H India	Thomas Grehi	
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1525	CVD incorporated	Gai P. Granoff	
1799	Rohm and Hees LA - Winington	Jose Barnyde;	
1190	Rohm and Hase Mexican Branch	Jose Remode	
1630	Rohm and Heas Italia	Lorenzo Shioldi	
1735	R & H Latinoumérica	Moises Delpado	
1630	R&H Italia	Lorenzo Ghidigi	us thele
		Emmo and the state of the state	
1121	Rohm and Hees Holdings LTD	Sally Wilson	
1000	Return and Hass (UK) Ltd	Sally Western	
1606	R&H UK Holding Co	Salty Wilson	
1897	R&! Snopper	Surriety Beanus	uido y
1896	RFI Chemicale Singapore Pto Ltd	Joen A Schuller	7 Schuller
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oren	PER AND THE SAFE VALUE		7 Schulle
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1790 1790	PORGE AND HOSE EM CAR INC.	Jose Sermudez	7 Schulle
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